

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Innovative Folding Carton Company, Inc.		05/20/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	70 East 55th Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	INC. ASSOCIATION:

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Serial Number:	76508731	INNOVATIVE CREATIVE PACKAGING SOLUTIONS
Registration Number:	2132344	INNOVATIVE COLOR SIMULATOR

CORRESPONDENCE DATA

Fax Number: (212)682-0200

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-880-6281

Email: sanger@torys.com

Correspondent Name: Torys LLP

Address Line 1: 237 Park Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

22764/2011

NAME OF SUBMITTER:

Sophie B. Anger

Total Attachments: 5

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TRADEMARK

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of May 20, 2004 is between Innovative Folding Carton Company, Inc., a Delaware corporation (herein referred to as "Grantor") and PNC Bank, National Association, as Agent (in such capacity, together with its successors in such capacity, the "Grantee") for the lenders from time to time party to the Credit Agreement (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Credit Agreement (as hereinafter defined).

WHEREAS, Grantor owns the Marks (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, certain lenders (the "Lenders") and Grantee are parties to a Revolving Credit, Term Loan, and Security Agreement of even date herewith (as amended, extended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee for the ratable benefit of such Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance to Agent and each Lender of the Obligations, Grantor hereby grants to Grantee for its benefit and for the ratable benefit of each Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (collectively, the "Marks"), including,

without limitation, each Mark registration and application referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Credit Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

* * *

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the ___ day of May, 2004.

INNOVATIVE FOLDING CARTON
COMPANY, INC.

By: 

Name: Shawn F. Smith
Title: CEO and President

Acknowledged:
PNC Bank, National Association,
as Collateral Agent

By: 

Name: George W.D. Barrow
Title: Vice President

STATE OF NEW YORK)
)
 COUNTY OF NEW YORK) ss.:

On the 20th day of May, 2004, before me personally came Shawn F. Smith, to me personally known to be the person described in and who executed the foregoing instrument as CEO and President of Innovative Folding Carton Company, Inc., who being by me duly sworn, did depose and say that he is CEO and President of Innovative Folding Carton Company, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and seal on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Patricia A. Pisano
 NOTARY PUBLIC

My commission expires:

PATRICIA A. PISANO
Notary Public, State of New York
No. 01PI6017323
Qualified in New York County
Commission Expires December 14, 2006

Schedule 1 to Trademark Security Agreement

Trademarks	Reg. No.	Reg. Date	Country
Innovative Color Simulator	2132344	11/17/2003	U.S.A.
Innovative Creative Packaging Solutions	76/508731	4/22/2003	U.S.A.
Innovative Folding Carton Company	Unregistered	—	—
Innovative Lithographers	Unregistered	—	—